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which said described real property is not currently used for agricultural, timber or grazing purposes:

Lot 7 and the West 16.67 feet of Lot 8, Block 32, GRANDVIEW ADDITION TO BONANZA, in the County of Klamath, State of Oregon, EXCEPT THEREFROM the North 10 feet of Lots 7 and 8 deeded to the Town of Bonanza to widen the alley.

TEOY EMHY

1.00m 1(6) 1 / To use the loan evidenced by the note solely for purposes authorized by the Government.

All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Such advances, with interest, shall be repaid from the first available collections received from Borrower. Otherwise, any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interestrat the rate borne by the note which has the highest interest rate run ningerstand a more

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

ment, as collection agent for the polder one Administration. United States Department of Assissing (2) -To pay the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

11) UEFo pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Govern-

and made a part hereof. an production of the constitution of surjoined plants of the state of the constitution of the borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS the property and the title thereto unto Trustee for the benefit of the Government against all lawful claims and demands whatso-ever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance endorsement by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in supplementary agreement, the provisions of which are hereby incorporated herein

TO HAVE AND TO HOLD the property unto Trustee, Trustee's successors, grantees and assigns forever;

profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or capreting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

the note of attach to the debt evidenced thereby, but as to the note and such debt shall construe an and sandly idectivate shall speare pryment of the note; but when the note is held by an instead holder, this heart produced by the product of the spear of spears had spear to be a spear of spear of the product of the product of the spear of the product of the spear of the s Coveriment, or in the event the Coveriment should assign this instrument without inchains of it is not a little in contract in And it is the jumpose and import of this instrument that, among other things, of all transacts of the color of an area. Administration together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Bernwer by the Government pursuant to 42 U.S.C. §1490a. to secure the Government against loss under its insurance contract by reason of any default by flames.

Klamath mortgages to Trustee the following described property, situated in the State of Cargo, Countyfee) of NOW, THEREFORE, in consideration of the loan(s) Borrower hereby grains bargains, will, cost my warrants and

which said described roal property is not currently used for agricultural, timber of grazing purposes:

Lots 7 and 8 deeded to the Town of Bohanza to widen the alley. in the County of Klamath, State of Oregon, EXCEPT THEMSERW the Morth 30 for or Lot 7 and the West 16.67 feet of Lot 8, Block 32, GRANDVIEW ADMITTED TO BE TABLES.

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STATE OF ORECON: COUNTY OF KLAMACH.

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To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut; remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes. and measurement to pe T <mark>kojovije</mark>tž starutoj gos

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcment of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments; attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights, as beneficiary hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government-whether once or often-in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower, will, upon the Government's request, apply-for-and-accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in con-

nection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other secured instrument held or insured by the Government and executed or assumed by Borrower, and default under any such

other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be declared a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable; (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(18) At the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at Trustee's option may conduct such sale without being personally present; through Trustee's delegate authorized by Trustee for such purpose orally or in writing and Trustee's execution of a convoyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through Trustee's deletgate duly authorized in accordance herewith those presume of small copie

(19) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid; (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed sapone: of an action for a defletinery judgment or limiting the amount thereof or the time contains

(21) Borrower agrees that the Government will not be bound by any present or transported other with the third of Significant of the meaning of the hoperous sepands of the strict of the comment.

(20) All powers and agencies granted in this instrument on complete with an interest contact of courses.

(20) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by dear otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law. (21) Borrower agrees that the Government will not be bound by any present or future laws, (a) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (b) prescribing any other statute of limitations, or (c) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws at the posterior process. (22) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin. As have on the breiter (23) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof. (24) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, Portland, Oregon 97204 and in the case of Borrower at the post office address stated above. (25) Upon the final payment of all indebtedness hereby secured and the performance and discharge of each and every condition, agreement and obligation, contingent or otherwise, contained herein or secured hereby, the Government shall request trustee to execute and deliver to Borrower at Borrower's above post office address a deed of reconveyance of the property within 60 days after written demand by Borrower, and Borrower hereby waives the benefits of all laws requiring earlier execution or delivery of such deed of reconveyance. (26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable. 116) Definit hereunder shell constitute default under say other real exercit, or many any present in party or with secured instrument held or ansured by the Government and executed or assured by Branchest, and detailed ander any such nection with such loser. suk stock 16th to be builded in a WITNESS the hand(s) of Borrower this_ coolecuties in private energy compet at tensombly enter and retin (15) If at any their is dead appear to the Consermment that Borrower in applicable law, shall not be a wat at of or preplade the exercise to expense note or debt seemed by this inacinated, unless the Government of ages otherwise in neutral the Corretioned and seemed in neutral the Corretioned and seemed this first the lieu or the priority of day astrangent or Borrower's at any mate or debt examel by this indicataent unless the Course of Sa. the Rem, and (C) wave any other of its rights under this lastries large Return to: in the general mount to the constitution (c) is feet here of the Farmers nome Administracino constituent esented of this institution is a local constituent (a) and a second of the first of the constituent (b) and a second of the constituent of the c PO Box 1328

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STATE OF OREGON as hencedered and no insured policy deal limb and their or beautiful as a composition and the insured policy deal limb and their policy and the construction of the policy of the construction of the c COUNTY OF Klamath (1997) and an included the property of the constant of the c and acknowledged the foregoing instrument to be their of the property of the p voluntary act and deed. Before me: complication applications us request, to the (NOTARIAL SEAL) o the (severement. Notary Public. (8) To keep the projectly insued as required by and under historice pulicies approved by the bown and and a deinand receipts evalorably such payments. to in township)λ recessed, in the new of the resplicible it rescribed My Commission expires. (2) To pay when use all upsers, their radificants, an ambinitiess, and assessment bowdeds at a but a second against the property, which is all their and secondaries in connection says, and assessment all their and the connection says, and assessment and secondaries in connection says, and assessment bowders, which is a second of a connection of the property, and the property of the connection of the conne STATE OF OREGON: COUNTY OF KLAMATH: Aspen Title Company Filed for record at request of. 16th the September A.D., 19 87 at 4:11 o'clock P __M., and duly recorded in Vol. Mortgages on Page <u>16863</u> Evelyn Biehn, County Clerk FEE \$17.00